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|--|--|--|--|--|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. | | PAGE 1 OF 19 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NO. VA256-16-P-1602 | | 5. SOLICITATION NUMBER VA256-16-Q-1146 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME John Adams | | | | b. TELEPHONE NO. (No Collect Calls) 504-412-3700 | |
| 9. ISSUED BY Department of Veterans Affairs Southeast Louisiana Veterans HCS 1555 Poydras Street New Orleans LA 70119 | | | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339114 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 750 Employees | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING N/A | |
| 15. DELIVER TO Department of Veterans Affairs Southeast Louisiana Veterans HCS Dental Clinic Outpatient Building 2400 Canal St. New Orleans LA 70119 | | | | 16. ADMINISTERED BY Department of Veterans Affairs Southeast Louisiana Veterans HCS 1555 Poydras Street New Orleans LA 70112 | | | |
| 17a. CONTRACTOR/OFFEROR JLS MEDICAL PRODUCTS GROUP, LLC 6610 MIMOSA LN DALLAS TX 75230 | | 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO Box 149971 Austin TX 78714 9971 PHONE: FAX: | | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | | |
| 19. ITEM NO. | | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | 23. UNIT PRICE | | 24. AMOUNT | | | |
| | | Please see schedule Price/Cost and Delivery Schedule **NOTE: Please reference the Obligation Number 629-A60330 on all shipments and invoices.** (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA 3660160-7224-824800-3131-629-A60330-SPY0CP7A4 | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$20,466.50 | | | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> | | | | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input checked="" type="checkbox"/> | | | | 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/> | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) John Adams Contracting Officer | | 31c. DATE SIGNED | |

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CONTINUATION PAGE

A.1 SUPPLEMENTAL INFORMATION

1. This procurement is to provide Dental Analgesia Machines and Installation for the new Southeast Louisiana Veterans Health Care System (SLVHCS) Central Energy Plant located at 2400 Canal St., New Orleans, LA 70119. The Contractor shall provide all necessary tools, supplies, material, delivery, and warranty/maintenance.
2. All work shall be completed in accordance the Statement of Work (SOW), titled “Dental Analgesia Machine”, dated June 28, 2016.
3. NAICS code is 339114. Size Standard is 750 Employees.
4. Composite List of Abbreviations Used:
 - CLIN = Contract Line Item Number
 - COR = Contracting Officer’s Representative
 - JB = Job (i.e. on payment after completion of entire CLIN requirements)
 - MTH = Months
 - EA = Each
 - IAW = in accordance with
 - POC = Point of Contact
 - SOW = Statement of Works
5. Contract Type and Period of Performance:
 - 5.1 Contract will be a FFP contract. The contract will consist of CLIN 0001-0002 for equipment.**
 - 5.2 The date for delivery is on September 15, 2016.**
6. Compensation for Services Rendered:
 - 6.1 Firm Fixed Price for CLIN 0001-0002 for equipment and installation per Schedule B below.
7. Place of Performance:
 - 7.1 Southeast Louisiana Veteran Healthcare System (SLVHCS)
Central Energy Plant Building
2400 Canal St.
New Orleans, LA 70119
8. Acceptance:
 - 8.1 Final acceptance will be performed by the COR by verification of the supplies delivered contractor's invoices.
9. Invoicing Procedures:
 - 9.1 Please refer to VAAR Clause 852.232-72, Electronic Submission of Payment Requests for invoicing procedures.
10. Modifications:
 - 10.1 Contracting Officers within the networking contracting office issuing the contract, only, may issue Modifications to the contract.
 - 10.2 Distribution will be made via email. No hard copies will be distributed.

11. Online Representations and Certifications (ORCA):

- 11.1 Please note the requirements of FAR provision 52.212-3. Contractors shall complete electronic annual representations and certifications at www.sam.gov in conjunction with required registration in the SAM database.

12. Working hours are between 07:00 – 04:30 pm, Monday through Friday. All federal holidays excluded. Any work outside of normal working hours must be pre-approved by the CO and COR. Federal holidays are available at the [Federal Holiday OPM Site](#).

13. Delivery

- 13.1 All prices are F.O.B. Destination
Location of Equipment to be received:
Dental Clinic Outpatient Building
2400 Canal St.
New Orleans, LA 70119

14. Total Firm Fixed Price:

- 14.1 Contract shall include a Total Firm Fixed Price for CLIN 0001-0002 for equipment per Schedule B below.

B.1 PRICE/COST SCHEDULE**ITEM INFORMATION**

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|---|----------|------|--------------------|--------------------|
| 0001 | ANALGESIA MACHINE (UNIT) MXR Package (3400AV) w/ Tall Mobile Stand & Positive Pressure/Demand Valve Item # 3445E-2AV | 5.00 | EA | \$3,933.3000 | \$19,666.50 |
| 0002 | INSTALLATION | 5.00 | EA | \$800.0000 | \$800.00 |
| | | | | GRAND TOTAL | \$20,466.50 |

ACCOUNTING AND APPROPRIATION DATA

| ACRN | APPROPRIATION | REQUISITION NUMBER | AMOUNT |
|----------|---|------------------------|-------------|
| 1 | 629-3660160-7224-824800 Dental-3131 Medical, Dental, and Scie-SPY0CP7A4 | 629-16-3-7224-0400 (P) | \$20,466.50 |

B.2 DELIVERY SCHEDULE

| ITEM NUMBER | | QUANTITY | DELIVERY DATE |
|-------------|---|----------|---------------|
| 0001 | SHIP TO: SOUTHEAST LOUISIANA VETERANS HEALTH CARE SYSTEM Dental Clinic Outpatient Building 2400 CANAL ST. NEW ORLEANS, LA 70119 MARK FOR: Janie Farley 225-761-3450 Janie.Farley@VA.GOV | 5.00 | 09/15/2016 |
| 0002 | SHIP TO: SOUTHEAST LOUISIANA VETERANS HEALTH CARE SYSTEM Dental Clinic Outpatient Building 2400 CANAL ST. NEW ORLEANS, LA 70119 MARK FOR: Janie Farley 225-761-3450 Janie.Farley@VA.GOV | 5.00 | 09/30/2016 |

B.3 STATEMENT OF WORK

Statement of Work

Dental Analgesia Machine

Southeast Louisiana Veterans Health Care System
New Orleans, LA

June 28, 2016

1. PURPOSE

- 1.1 The overall purpose is to provide, deliver and install dental analgesia machines at the Southeast Louisiana Veterans Health Care System (SLVHCS) Dental Clinic Outpatient Building, 2400 Canal Street, New Orleans, LA 70119.

2. SCOPE

- 2.1 The Contractor shall provide, transport, install, and test all listed equipment. All products must meet all salient characteristics defined in this section.
- 2.2 All equipment and installation must meet manufacturers and VA specifications.
- 2.3 The Contractor shall furnish all supplies, equipment, facilities and services required for delivery and installation of the supplies and equipment.
- 2.4 The Contractor is responsible for any missing parts and components not included in order to carry out the installation.

2.5 SALIENT CHARACTERISTICS

- 2.5.1 Analgesia Machine (Unit) with Stand and Accessories

Equivalent to Porter Flowmeter

Specifications/Salient Characteristics:

- Must be able to attach to a tall at your side vertical mobile stand to bring access closer to the patient for operator control of gas dispensing
- Must have flow readings must have .5 liter markings in green for oxygen and blue for nitrous
- Must have One hand adjustment for gas flow
- Must have total flow adjustment knob so that flow can be adjusted without affecting selected concentration
- Must have automatic vacuum switch t-controls flow of both N2O (nitrous oxide) and O2 (oxygen) at any desired concentration
- Must have a Scavenger system that is operational whenever gas is flowing and has an automatic failsafe that reduces/stops the flow of N2O is the O2 line pressure is reduced or O2 flow is interrupted
- Must include an emergency air in-take valve that automatically provides patient with oxygen if gas flow is interrupted
- Must have a check valve to prevent rebreathing of used gases and guards against CO2 (carbon dioxide) build-up in the provided breathing bag
- Must include a positive on-off switch to eliminate the possibility of inadvertently leaving the unit on
- Must have oxygen flush button to provide override of all other gas flows to deliver 100% oxygen
- Must include oxygen quick connect to facilitate connection of resuscitation equipment to the central system
- Must have a gas control block – dual-seal, one piece aluminum construction preferred to eliminate internal gas leaks
- Unit must include the following accessories:
 - Tall mobile stand with at your side vertical mounting to accommodate the analgesic flowmeter
 - Compatible breathing bag and bag tee for the analgesic unit – this item must be able to attach to the machine for monitoring efficiency
 - DISS tubing that has quick connects for O2, N2O and gas waste disposal that will connect with existing outlet stations in surgical suites
 - Tubing length from the outlets to the vertical stand is as follows
 - 3 rooms require 8 feet of tubing
 - 1 room requires 5 feet of tubing
 - 1 room requires 10 feet of tubing
 - Fresh gas tubing with scavenger breathing coaxial tubing
 - Must have check valve in fresh gas tubing
 - Double Mask for scavenger system must be latex free, mask in a mask (outer mask which is autoclavable) and inner mask which is disposable

2.6 DELIVERY AND INSTALLATION

2.6.1 DELIVERY

- 2.6.1.1 Contractor shall deliver all equipment to the Southeast Louisiana Veterans Health Care System (SLVHCS), Central 2400 Canal Street, New Orleans, LA 70119 on September 15, 2016.
- 2.6.1.2 Deliver materials to job in manufacturer's original sealed containers with brand name marked thereon.
- 2.6.1.3 Package to prevent damage or deterioration during shipment, handling, storage and installation. Maintain protective covering in place and in good repair until removal is necessary.
- 2.6.1.4 Deliver specified items only when the site is ready for installation work to proceed.
- 2.6.1.5 Store products in dry condition inside enclosed facilities.
- 2.6.1.6 Any government requested delayed delivery up to 90 days after initial award delivery date, shall be at no additional cost to the Government.
- 2.6.1.7 A pre-delivery meeting will be conducted 60 days prior to initial award delivery date for verification of delivery and installation dates.
- 2.6.1.8 Delivery and Installation will be coordinated through the COR.
- 2.6.2 INSTALLATION
 - 2.6.2.1 All equipment shall be installed by contractor upon delivery unless otherwise noted above.
 - 2.6.2.2 Install all equipment to manufacturer's specifications maintaining Federal, and Local safety standards
 - 2.6.2.3 Installation must be completed by September 30, 2016. All work shall be completed between 8:00 a.m. and 4:30 p.m. Monday – Friday. All federal holidays, excluded. Federal holidays are available at the [Federal Holiday OPM Site](#).
 - 2.6.2.4 If there is an operational conflict with installation, night or weekend installation may be required. Government will provide a 72 hours' notice of change of installation hours.
 - 2.6.2.5 The contractor shall coordinate all deliveries, staging areas, installations, and parking arrangements with the COR.
 - 2.6.2.6 The Contractor shall remove all related shipping debris and cleanup any construction associated with delivery and installation of the specified items. Contractor shall remove all packaging from the SLVHCS premises. The Contractor shall be responsible for any damage to the building that occurs due to Contractor error or neglect.

2.7 SITE CONDITIONS

- 2.7.1 There shall be no smoking, eating, or drinking inside the hospital at any time.

3. INSPECTION AND ACCEPTANCE:

- 3.1 The Contractor shall conduct a joint inspection with the COR upon delivery of equipment.
- 3.2 Contractor shall provide dates of completion of punch list items and replacement parts and/or short ship items from the manufacturer(s).
- 3.3 The COR shall ensure all work is completed satisfactorily prior to acceptance. Disputes shall be resolved by the Contracting Officer.

4. DELIVERABLES

- 4.1 Operation and Maintenance Manuals
 - 4.1.1 Binders - Quantity (2) each for items 2.5.1
 - 4.1.2 Digital Copies- Quantity (1) each for items 2.5.1
- 4.2 Deliver compilation of all manufacturer recommended maintenance schedule and operation materials packaged in binder(s) to COR upon completion of installation.

5. OPERATOR TRAINING:

5.1 Contractor shall provide On-site training of the equipment to the Users. Scheduling of operator training shall be coordinated with the SLVHCS COR after installation is complete.

6. PROTECTION OF PROPERTY

6.1 Contractor shall protect all items from damage. The Contractor shall take precaution against damage to the building(s), grounds and furnishings. The Contractor shall repair or replace any items related to building(s) or grounds damaged accidentally or on purpose due to actions by the Contractor.

6.2 The Contractor shall perform an inspection of the building(s) and grounds with the COR prior to commencing work. To insure that the Contractor shall be able to repair or replace any items, components, building(s) or grounds damaged due to negligence and/or actions taken by the Contractor. The source of all repairs beyond simple surface cleaning is the facility construction contractor (or appropriate subcontractor), so that building warranty is maintained. Concurrence from the VA Facilities Management POC and COR is required before the Contractor may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade, and color to match adjacent existing work.

6.3 The Contractor shall be responsible for security of the areas in which the work is being performed prior to completion.

6.4 Contractor shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

7. SECURITY REQUIREMENTS

7.1 In accordance with Handbook 6500.6 Contract Security (March 12, 2010) include this contract security language into the Statement of Work (SOW) immediately following the security clause section: ***"A&A requirements do not apply--Security Accreditation Package is not required"***.

7.2 Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

7.3 CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

1. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which have been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the CO at the conclusion of the task order.

a. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the CO for response.

b. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

8. WARRANTY

8.1 The contractor shall provide a minimum one year manufacturer's warranty on all parts and labor.

8.2 The warranty shall include all travel and shipping costs associated with any warranty repair.

SECTION C - CONTRACT CLAUSES

C.1 CLAUSES INCORPORATED BY REFERENCE:

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|--|-------------|
| 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS | MAY 2015 |

C.2 CLAUSES INCORPORATED BY FULL TEXT:

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|--|-------------|
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | JUL 2013 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2015 |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS | DEC 2014 |
| 52.222-19 | CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES | FEB 2016 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |

52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
(NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

(End of Addendum to 52.212-4)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2015) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (OCT 2015) of 52.223-13.

[] (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[] (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note,

Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)